

**BEFORE THE NATIONAL LABOR RELATIONS BOARD**

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|---------------------------------------|---|---------------------------------------|
| <b>SBM MANAGEMENT SERVICES</b>        | ) |                                       |
|                                       | ) |                                       |
| <b>Respondent</b>                     | ) | <b>Case Nos.:   05-CA-129128</b>      |
|                                       | ) | <b>                  05-RC-126500</b> |
| <b>-and-</b>                          | ) |                                       |
|                                       | ) |                                       |
| <b>INTERNATIONAL CHEMICAL WORKERS</b> | ) |                                       |
| <b>UNION COUNCIL, UFCW</b>            | ) | <b>UNION'S CROSS-EXCEPTIONS</b>       |
|                                       | ) |                                       |
|                                       | ) |                                       |
| <b>Charging Party</b>                 | ) |                                       |

Now comes the Charging Party, the International Chemical Workers Union Council/UFCW (Union), pursuant to the National Labor Relations Board Rules and Regulations, Section 102.46(e), and hereby files the following cross-exceptions to the December 8, 2014, Decision of Administrative Law Judge Arthur J. Amchan (Judge) issued in the above-captioned case (JD) for the reasons set forth in the accompanying supporting brief, which is incorporated herein by reference.

Cross-Exceptions

Cross-Exception No. 1: The Judge failed to adequately remedy the Respondent's violation in that he failed to take into account that the Respondent, as a contractor of services, might remain in business and the facility involved in these proceedings might not be closed, but the Respondent might lose its contract and, therefore, not be able to post the Notice at the facility and, therefore, in such an event, the Respondent should be required to duplicate and mail, at its own expense, a copy of the Notice to all current and former employees employed by the Respondent at any time since May 16, 2014. (JD, p. 6, lines 20-24).

Cross-Exception No. 2: The Judge failed to require the Respondent to duplicate and mail, at its own expense, a copy of the Notice to all current and former employees employed by the Respondent at any time since May 16, 2014, including, but particularly, those present at the May 16, 2014, meeting where the unlawful activity occurred, regardless of whether the Respondent has gone out of business, closed the facility, or retained its contract regarding the facility involved in these proceedings, *i.e.*, even if Respondent remains in business and/or remains in operation at the facility involved in these proceedings, and/or the operations involved remains open, or regardless whether Respondent continues to retain the contract to provide the services being provided, the Notice should be mailed to all such current and former employees. (JD, p. 6, lines 20-24).

Cross-Exception No. 3: The Judge failed to require, but should have required, the Respondent to read the Notice to current employees at a meeting similar to the meeting it held on or about May 16, 2014, at which the Respondent violated the Act where Respondent announced, promised, and granted benefits in order to dissuade employees from supporting the Union. (JD, p. 6, lines 20-24).

Cross-Exception No. 4: The proposed Notice is inconsistent with the Order (JD, p. 6, line 6), which orders the Respondent in part to cease and desist from interfering with, restraining, or coercing employees in the exercise of their rights guaranteed them by Section 7 of the Act “[i]n any other manner,” since the Notice only requires the Respondent to cease and desist from interfering with, restraining, or coercing employees “in any like or related manner...” and, as such, the Notice should be conformed to be consistent with the Order.

Cross-Exception No. 5: The Judge erred by admitting Respondent Exhibits 4 and 5. (T. 178, line 10; T. 181, line 20).

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Respectfully submitted,

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s/Randall Vehar

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that the foregoing has been sent this 3rd day of February, 2015, via email to the following:

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